

**IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

GREAT LAKES ANESTHESIA INDIANA  
AND MICHIGAN, PLLC,

Plaintiff,

v.

STURGIS HOSPITAL, INC.,

Defendant.

Case No. 1:23-cv-791

**COMPLAINT**

COMES NOW Plaintiff, Great Lakes Anesthesia Indiana and Michigan, PLLC (“GLA”), and for its complaint against Defendant Sturgis Hospital, Inc. (“Sturgis Hospital”), alleges as follows:

**I. PARTIES, VENUE, AND JURISDICTION**

1. Plaintiff GLA is a limited liability company organized and existing under the laws of the State of Michigan. Its sole member is Robert Powers, M.D., who is domiciled in Vail, Arizona and is a citizen of the State of Arizona.

2. Defendant Sturgis Hospital is a not-for-profit corporation organized and existing under the laws of the State of Michigan with its principal place of business in the City of Sturgis, County of St. Joseph, State of Michigan.

3. This matter arises out of amounts due to GLA for contractual and/or non-contract services rendered to Sturgis Hospital. The services rendered by GLA occurred in the City of Sturgis, County of St. Joseph, State of Michigan, which lies in the Western Judicial District of Michigan.

4. The amount in controversy exceeds \$75,000.00.

5. Venue is proper under 28 U.S.C. § 1391(b) as Defendant's principal place of business lies in the Western District of Michigan and a substantial part of the events or omissions giving rise to Plaintiff's claim occurred there.

6. The District Court has jurisdiction over the subject matter of this civil action pursuant to 28 U.S.C. § 1332 (diversity). The District Court has diversity jurisdiction because the Plaintiff and Defendant are citizens of different states and the amount in controversy exceeds \$75,000.00.

## **II. FACTS**

7. On or about April 1, 2018, GLA and Sturgis Hospital entered into a first Anesthesia Services Agreement whereby Sturgis Hospital sought to utilize GLA physicians, nurses, and staff to provide anesthesia services to patients at Sturgis Hospital. (A true and accurate copy of the first Anesthesia Services Agreement is attached hereto as Exhibit 1.)

8. On or about May 1, 2021, GLA and Sturgis Hospital entered into a second Anesthesia Services Agreement, the terms of which were similar to the first Anesthesia Services Agreement. (A true and accurate copy of the second Anesthesia Services Agreement is attached hereto as Exhibit 2.)

9. Pursuant to the agreements, GLA provided anesthesia services at Sturgis Hospital.

10. Pursuant to the agreements, GLA provided invoices for its services to Sturgis Hospital, which Sturgis Hospital paid in full until recently.

11. Sturgis Hospital's last invoice payment was made on May 23, 2023 in the amount of \$87,789.69. Said payment was directed to a GLA invoice generated and delivered on February 2, 2023 for the same amount.

12. After delivering the February 2, 2023 invoice, GLA continued to provide anesthesia services at Sturgis Hospital. Pursuant to the services provided and the second Anesthesia Services Agreement, GLA sent invoices for the amounts below to Sturgis Hospital on the below dates:

- a. Inv. 139 – 3/1/2023 – \$75,744.84
- b. Inv. 140 – 3/31/2023 – \$86,762.63
- c. Inv. 141 – 5/1/2023 – \$72,746.92
- d. Inv. 142 – 6/2/2023 – \$81,190.62
- e. Inv. 143 – 7/5/2023 – \$74,861.66

The total amount due of these invoices is \$391,306.67. (A true and accurate copy of the invoices is attached hereto as Exhibit 3.)

13. Sturgis Hospital has failed to pay any of the invoices issued by GLA since its last payment on May 23, 2023 directed to the February 2, 2023 invoice.

14. Sturgis Hospital has not disputed the invoices issued by GLA since March 1, 2023 in any way.

15. Pursuant to the second Anesthesia Services Agreement, GLA has assessed the following late fee amounts against Sturgis Hospital, which were listed in the following invoices:

- a. Inv. 139 - \$3,703.21
- b. Inv. 140 – \$4,839.38
- c. Inv. 141 – \$6,140.82
- d. Inv. 142 – \$3,528.81
- e. Inv. 143 – \$4,746.67

The total amount due of these fees is \$22,958.89.

16. The total amount due from the invoices from March 1, 2023 through July 5, 2023 is \$414,265.56.

17. Prior to its cessation of payments to GLA, Sturgis Hospital routinely paid fees assessed for late payments and never disputed these fees.

18. Pursuant to MCL 600.2145, Seth Claxton, CEO of GLA has provided herewith an affidavit of the amounts owed and due to GLA by Sturgis Hospital. (A true and accurate copy of the affidavit of Seth Claxton is attached hereto as Exhibit 4.)

### **III. CAUSES OF ACTION**

#### **Count I – Breach of Contract**

18. Plaintiff GLA adopts and incorporates by reference the allegations contained in paragraphs 1-18 of the Complaint and restates them collectively herein.

19. Sturgis Hospital has indicated it will not pay the invoices from March 31, 2023 through July 5, 2023.

20. By failing and refusing to pay these invoices, Sturgis Hospital has materially breached the second Anesthesia Services Agreement.

21. As a result of Sturgis Hospital's breach, GLA has been damaged in the amount of \$414,265.56, with interest and fees continuing to accrue.

#### **Count II – Account Stated**

22. Plaintiff GLA adopts and incorporates by reference the allegations contained in paragraphs 1-21 of the Complaint and restates them collectively herein.

23. Sturgis Hospital is indebted to GLA upon open affidavit/account stated as is supported by a verified affidavit made a part hereof, in the principal amount of \$414,265.56 said amount being due.

24. Sturgis Hospital has failed, refused, and neglected to pay the aforesaid amount, although having been requested to do so.

### **Count III – Unjust Enrichment**

25. Plaintiff GLA adopts and incorporates by reference the allegations contained in paragraphs 1-24 of the Complaint and restates them collectively herein.

26. Sturgis Hospital has benefitted from the services of GLA.

27. Sturgis Hospital has not remitted payment of money to GLA for the professional services they rendered.

28. Sturgis Hospital has been unjustly enriched at GLA's expense.

29. Sturgis Hospital has received a benefit at the expense of GLA which is inequitable for Sturgis Hospital to retain.

### **IV. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Great Lakes Anesthesia Indiana and Michigan, PLLC requests this Court award compensation for the injuries and damages Plaintiff has have suffered as a result of Defendant Sturgis Hospital, Inc.'s failure to render payment for the services rendered and breach of contract, together with interest, court costs, and attorneys' fees that Plaintiff has incurred bringing this action against Defendant.

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